

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

County of Anoka, State of Minnesota,

SUMMONS

Plaintiff,

vs.

Dist. Ct. File No. \_\_\_\_\_

Tyler Technologies, Inc.,

Defendant.

**THIS SUMMONS IS DIRECTED TO: DEFENDANT TYLER TECHNOLOGIES, INC., ABOVE-NAMED.**

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

2. **YOU MUST REPLY WITHIN 20DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this summons **a written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

Jason J. Stover  
Christine V. Carney  
Assistant Anoka County Attorney  
Anoka County Government Center  
2100 Third Avenue, Suite 720  
Anoka, Minnesota 55303-5025

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

ANTHONY C. PALUMBO  
ANOKA COUNTY ATTORNEY

Dated: June 15, 2020

By: /s/ Jason J. Stover  
Jason J. Stover, ID #30573X  
Christine Carney, ID #0319491  
Assistant Anoka County Attorneys  
2100 Third Avenue, Ste. 720  
Anoka, MN 55303-5025  
Telephone: (763) 324-5457  
jason.stover@co.anoka.mn.us  
christine.carney@co.anoka.mn.us

ATTORNEYS FOR PLAINTIFF

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT  
CASE TYPE: BREACH OF CONTRACT

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County of Anoka,

Court File No. \_\_\_\_\_

Plaintiff,

**COMPLAINT**

vs.

Tyler Technologies, Inc.,

Defendant.

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Anoka County, for its Complaint against Tyler Technologies, Inc. ("Tyler"), states and alleges as follows:

**JURISDICTION AND VENUE**

1. Anoka County is a political subdivision of the State of Minnesota.
2. Defendant Tyler is a corporation organized and existing under the laws of the State of Delaware, with its primary place of business in the State of Texas.
3. This Court has general jurisdiction over Tyler because of its extensive past, present, and continuing contacts with the State of Minnesota. Moreover, Tyler specifically consented to jurisdiction before this Court through Section F(2) of the contract it executed with Anoka County. Because this Complaint arises out of that contract, this Court also has specific jurisdiction over Tyler.



**TYLER HAS BREACHED ITS CONTRACT WITH ANOKA COUNTY**

4. The parties entered a Phase 2 Services Agreement (“Agreement”) dated February 23, 2017. A true and correct copy of the Agreement (with Exhibits A-C) is attached as Exhibit A.<sup>1</sup>

5. Pursuant to the Agreement, Tyler agreed to develop and implement an Integrated Property Assessment, Tax, Land, and Vital Records System (the “System”) for Anoka County. Among other things, that System would allow Anoka County to assess real property for the purposes of determining taxable value, and collect the taxes required by Minnesota law. The System is essential to Anoka County’s ability to operate as a political subdivision of the State of Minnesota.

6. Pursuant to Section B(11) of the Agreement, Tyler agreed to develop and implement the System according to the schedule attached to the Agreement, subject only to an extension granted by Anoka County.

7. The parties’ Agreement originally called for Tyler to complete its work by the end of July 2018. The parties acknowledged in the Agreement that if Tyler missed the July 2018 completion date, the next opportunity for Tyler to fulfill its contractual obligations would occur in December 2018.

8. Tyler failed to take the steps necessary to complete its work in the time provided by the Agreement. Tyler advised Anoka County during 2018 that the System would not be completed by the July 2018 deadline.

9. When Tyler advised Anoka County that it would be unable to comply with its contractual deadline, Anoka County accepted Tyler’s request to amend the Agreement to provide Tyler with additional time to complete its work. The parties executed Addendum No. 1 to the

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<sup>1</sup> The Agreement contains additional exhibits, but the first three are the most relevant to the claims stated in this Complaint.

Agreement on August 20, 2018. A true and correct copy of Addendum No. 1 is attached as Exhibit B.

10. Pursuant to Paragraph 1 of Addendum No. 1, the parties agreed to extend until August 5, 2019, the date by which Tyler was required to complete its work to develop and implement the System. That extension gave Tyler one full year to complete the work that should have been completed by the end of July 2018.

11. As consideration for Anoka County's agreement to extend Tyler's contractual completion date, Tyler agreed to reduce the fees owed by Anoka County, as described in Addendum No. 1.

12. Addendum No. 1 made clear that Tyler was required to complete its work by August 5, 2019. According to Paragraph 5 of Addendum No. 1:

**Project Plan.** Attached as Exhibit A to this Addendum is a High Level Project Schedule that will govern all remaining stages of this project. Tyler agrees to complete all of its work identified in the Project Plan according to the High Level Project Schedule, subject to Section B(8) of the Agreement. Failure by Tyler to materially comply with the High Level Project Schedule may constitute a breach of both this Addendum and the Agreement; provided, however that the parties recognize that the Target Dates shown on the High Level Project Schedule may need to be revised in the future as work progresses. The parties agree to work in good faith to discuss revisions to the Target Dates and/or High Level Project Schedule as they become necessary. Revisions to the Target Dates and/or High Level Project Schedule may be made pursuant to the Change Control Process outlined in Exhibit C of the Agreement. **Notwithstanding the foregoing, Tyler and County agree that the Final Production Cut-Over Date set forth in Paragraph 1 shall not be subject to revision, and whatever other dates may be revised pursuant to joint agreement in the High Level Project Schedule, the Final Production Cut-Over Date will remain on a mutually agreeable date between July 12 and August 5, 2019, except as subject to Section B(8) of the Agreement.** County shall have the same right to enforce the Project Plan as its right to enforce any other term of the Agreement.

(Emphasis Added). Tyler agreed that the System would be ready to "go-live" by no later than August 5, 2019.

13. Tyler again failed to comply with its contractual obligations. Tyler notified Anoka County during 2019 that it would not be able to complete its work by the August 5 deadline to which it had agreed only months earlier. Once again, Tyler could not deliver the finished System by even the extended deadline it had negotiated.

14. On August 20, 2019, the parties entered into Addendum No. 2, which once again extended Tyler's completion date to November 12, 2019. A true and correct copy of Addendum No. 2 is attached as Exhibit C.

15. Through Addendum No. 2, Tyler agreed that "all modules of the final system shall go live simultaneously" on November 12, with very limited exceptions as spelled out in the High Level Project Schedule attached as an exhibit to Addendum No. 2.

16. Paragraph 3 of Addendum No. 2 provides:

3. **Project Plan** Attached as Exhibit A to this Addendum No. 2 is a revised High Level Project Schedule that will govern all remaining stages of Phase 2 services. Tyler and Anoka each agree to complete all of their respective work identified in the Project Plan according to the revised High Level Project Schedule, subject to Section B(8) of the Agreement. Failure by Tyler to materially comply with the High Level Project Schedule as attached to this Addendum No. 2 may constitute a breach of both this Addendum and the Agreement; provided, however that the parties recognized that the Due Dates shown on the High Level Project Schedule may need to be revised in the future as work progresses. The parties agree to work in good faith to discuss revisions to the Due Dates and/or High Level Project Schedule as such revisions become necessary. Revisions to the Due Dates and/or High Level Project Schedule may be made pursuant to the Change Control

Process outlined in Exhibit C of the Agreement. Notwithstanding the foregoing, Tyler and County agree that the dates for (i) commencement of Full System Integration Testing (September 16, 2019) and (ii) Final Production Cut-Over (“Go-Live” on the High Level Project Schedule, November 12, 2019) set forth in the revised High Level Project Schedule shall not be subject to revision, and whatever other dates in the High Level Project Schedule may be revised, the dates for the commencement of Full System Integration Testing and the Final Production Cut-Over will not change, except as subject to Section B(8) of the Agreement.

17. As it had done through Addendum No. 1, Tyler again made financial concessions to Anoka County as an effort to compensate Anoka County for some of the damages Anoka County had incurred as a result of Tyler’s continued failure to complete its work according to the project schedule.

18. Even though it had contractually agreed through Addendum No. 2 that the “go live” date of November 12, 2019, “shall not be subject to revision,” Tyler again failed to complete its work on time. That failure represents the third time Tyler missed its contractual deadline to deliver a fully-operational System.

19. Tyler did not complete by November 12, 2019, all the tasks required by the parties’ contract, as amended by Addenda Nos. 1 and 2.

20. By letter dated February 21, 2020, Anoka County advised Tyler that the System was not complete. Anoka County identified dozens of specific tasks that Tyler had still not performed correctly. That partial list consisted of just some of the problems that Anoka County was experiencing with the System. A true and correct copy of Anoka County’s February 21 letter (with attached exhibit) is attached as Exhibit D.

21. Anoka County gave Tyler a deadline of March 16 to complete work on some specified overdue items, and a deadline of April 17 to complete all remaining work on the project (with the exception of a very limited number of items with an original agreed due date after April 17). If Tyler did not meet those deadlines, Anoka County advised Tyler it would have no choice but to commence legal action to enforce Tyler's contractual obligations.

22. Tyler failed to comply with either of the extended deadlines Anoka County gave in its February 21 letter. Specifically, Tyler failed to complete those tasks that Anoka County had identified as essential to be completed by March 16. Tyler also failed to complete the remainder of its work by April 17.

23. As of the date this Complaint is filed, Tyler still has not completed the work necessary to give Anoka County the System Tyler was contractually obligated to provide by November 12, 2019. Dozens of issues remain to be resolved, and Tyler has refused to commit to completing those issues by any specific future date.

24. Tyler's failure to complete its work constitutes a breach of contract that entitles Anoka County to a decree of specific performance as well as an award of damages.

#### **COUNT I— BREACH OF CONTRACT (SPECIFIC PERFORMANCE)**

25. Anoka County incorporates herein by reference the preceding paragraphs of this Complaint.

26. Anoka County and Tyler entered a specialty contract pursuant to which Tyler agreed to build Anoka County a unique Property Assessment, Tax, Land, and Vital Records System.

27. The parties' contract, as amended, imposed specific deadlines by which Tyler agreed to complete various aspects of the System.

28. Tyler has breached the parties' contract by failing to complete all work required by the deadlines to which it agreed. As of the date this Complaint is filed, the System that should have been fully completed by November 12, 2019, has still not been completed.

29. As a result of Tyler's breach, Anoka County is left without a fully-functioning property tax system. Tyler's breach of contract is impairing Anoka County's ability to carry out its essential government functions.

30. Anoka County seeks an order of specific performance requiring Tyler to complete all work necessary to provide Anoka County the unique and essential System for which it contracted, and which it requires to perform its essential government functions.

#### **COUNT II—BREACH OF CONTRACT (DAMAGES)**

31. Anoka County incorporates herein by reference the preceding paragraphs of this Complaint.

32. As a result of Tyler's breach of contract, Anoka County has suffered extensive damages. Those damages include, but are not limited to, staff time related to Tyler's failed implementation of the System, increased costs associated with attempts to work around Tyler's breaches, and other damages.

33. Anoka County will prove at trial the precise amount of damages to which it is entitled, but reasonably estimates those damages to exceed \$50,000.

**WHEREFORE**, Anoka County asks this Court to enter an order:

1. Imposing a deadline by which Tyler must specifically perform all obligations under the Agreement;
2. Compensating Anoka County for the damages it has incurred as a result of Tyler's breach of contract;



3. Awarding Anoka County the attorneys' fees and costs incurred in connection with this action; and

4. Granting any further relief that the Court finds just and equitable.

Dated: June 15, 2020

ANTHONY C. PALUMBO  
ANOKA COUNTY ATTORNEY

By /s/ Jason J. Stover  
Jason J. Stover, ID #30573X  
Christine Carney, ID #0319491  
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jason.stover@co.anoka.mn.us  
christine.carney@co.anoka.mn.us  
ATTORNEYS FOR PLAINTIFF

#### ACKNOWLEDGEMENT

The undersigned acknowledges that costs, disbursements, and fees may be awarded pursuant to Minn. Stat. § 549.211.

Dated: June 15, 2020

ANTHONY C. PALUMBO  
ANOKA COUNTY ATTORNEY

By /s/ Jason J. Stover  
Jason J. Stover, ID #30573X  
Christine Carney, ID #0319491  
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ATTORNEYS FOR PLAINTIFF

Anoka County  
Contract # C0005578



## PHASE 2 SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client has issued an RFP for an Integrated Property Assessment, Tax, Land and Vital Records System project (the "Project"); and

WHEREAS, Tyler submitted a proposal in response to said RFP dated April 27, 2015 to perform services to fulfill the needs of the Client ("Proposal"); and

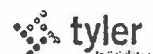
WHEREAS, Tyler and Client completed Phase 1 of the Client's Project to the mutual satisfaction of both parties; and

WHEREAS, Client and Tyler agree to proceed to Phase 2 of the Client's Project pursuant to which Tyler shall provide certain software implementation services set forth in the Investment Summary, and Tyler desires to provide such services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- "Agreement" means this Phase 2 Services Agreement.
- "Client" or "County" means the County of Anoka, Minnesota.
- "Data" means the Client data provided to Tyler.
- "Effective Date" means the date on which your authorized representative signs the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Software as a Service Agreement" and/or "SaaS Contract" means the Software as a Service Agreement in the form attached hereto as Exhibit H and executed by you and us on even date with this Agreement and which governs your access to and use of the Tyler Software and the Selectron third party software.
- "Statement(s) of Work" and/or "Phase 1 Final Report" means the mutually agreed-to documents setting forth roles, responsibilities, tasks, project phasing, for Tyler, and scope of services for the third-party service provider, Selectron, set forth at Exhibit C.
- "Investment Summary" means the total fixed price to complete the services described in this Agreement, attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.





- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

## SECTION B – PROFESSIONAL SERVICES

1. Services. We will provide you the professional services, consistent with industry standards, as described in Exhibit C.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, including the Selectron Implementation Services identified therein. Those amounts are based on the scope of the project as of the Effective Date, as such scope is described in the Investment Summary and the Statement(s) of Work. Those amounts are payable in accordance with the milestone payment schedule and our Invoicing and Payment Policy set forth in Exhibit B.
3. Additional Services. The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. Any changes to the scope of services and related costs must be approved in writing by both parties prior to investigation, implementation, or performance of any service by Tyler. The Tyler Project Manager will prepare change orders and/or amendments to the Agreement and then present them to Client for approval. The price quotes in the addendum or change order will be valid for thirty (30) days. With respect to additional services beyond those set forth in the Exhibits to this Agreement, mutually-agreed change order(s) may not reflect an aggregate increase in the total fees shown in Exhibit A – Investment Summary, by more than Four Hundred Thousand Dollars (\$400,000) without an amendment to the Agreement signed by both parties.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. The foregoing notwithstanding, Tyler will waive your daily fees for the first cancellation for which you would have liability under this provision.
5. Services Warranty. We will perform the implementation services in a professional, workmanlike manner, consistent with industry standards. Tyler warrants and represents that all work and services provided under this Agreement shall conform to (a) the terms of this Agreement, (b) the County's Request for Proposal, (c) Tyler's Response to Proposal, and (d) shall meet professional standards for work and services of this type. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Prime Vendor. The fees set forth in the Investment Summary reflect our role as prime vendor under this Agreement for the software implementation services provided by Selectron. Terms applicable to Selectron software, maintenance and service level agreements are addressed in the Software as a Service Agreement. You will be directly receiving Selectron services, as set forth in Exhibit C. Any services you request or require from Selectron beyond the scope outlined therein and the associated fees itemized in the Investment Summary, will be subject to the terms of Section B(3). We will oversee, coordinate and assume responsibility for the delivery of the Selectron implementation services itemized in the Investment Summary and

described in its SOW so that those services fulfill the overall project delivery described in our SOW. You acknowledge that the Selectron SOW, set forth at Exhibit C is negotiated by you with Selectron and defines how Selectron will deliver its services to you. In the event Selectron is terminated from the project, we will identify a reasonable replacement and will present you with updated pricing and scope information for incorporation into the Agreement.

7. Site Access and Requirements. You agree to provide us with full and free access to your personnel as may be reasonably necessary for us to provide services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date and thereafter as mutually agreed to by you and us. Tyler and its employees agree to comply with Anoka County's written policies for accessing the County's resources which are provided to and agreed to by Tyler as of the Effective Date and thereafter as mutually agreed to by you and us.
8. Client Assistance. You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). Where services are being provided by Selectron, you agree that these same requirements provisions extend to Selectron.
9. Assignment of Tyler Personnel. Tyler warrants that all work under this Agreement will be performed by competent and qualified personnel who are properly trained to perform the work. Tyler recognizes that it is important to the County to maintain continuity among the staff that works on the project. Therefore, Tyler will make commercially reasonable efforts to not remove staff and personnel assigned during this Phase 2 Services Agreement from their assigned Project roles and during the transition from the Phase 1 Agreement to this Phase 2 Agreement; provided, however, that you understand and agree that unreasonable delay on your part in issuing a notice to proceed with this Phase 2 Agreement may impact on (i) our ability to maintain the same Project staffing assignments for Phase 2 as were assigned to Phase 1 and (ii) the date on which we can commence work on Phase 2. Both parties agree that they will use commercially reasonable efforts to not remove that staff and personnel from their assigned Project roles without reasonable advance notice, and that the parties will work together to mitigate project impacts after any such removal. Tyler shall also designate a person as the Project Manager who shall serve as Tyler's liaison with the County throughout the project and shall coordinate all of Tyler's activities. You agree that staffing assignments are within our reasonable discretion subject to County's prior review of the qualifications of assigned staff, and that you will not unreasonably protest those assignments. That staffing discretion extends to the staff designated by Selectron.
10. Acceptance. The Acceptance Process for Deliverables and Control Points, as those terms are defined in the Statement of Work, is described in Exhibit C.
11. Completion of Project. Tyler shall complete, in an acceptable manner, all work described in Exhibit C, subject only to an extension as agreed upon by the County and Tyler. The parties acknowledge that County's major business process will dictate the windows of opportunity for final production cut-over. If it appears the project will be unable to meet a final production cut-over of July 2018, then the next window of opportunity for final production cut-over will occur in December 2018. Due to the integration of the



County's existing system, all Tyler modules must have a final production cut-over at the same time, unless otherwise agreed upon by the County.

#### SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler shall submit to the County an itemized statement containing such Information as is required by the County acceptance process for each payment milestone completed as detailed in Exhibit B. County shall pay any undisputed amounts of the Itemized statement within 30 days of receipt. County shall not be required to pay an invoice for a payment milestone identified in Exhibit B until County has first provided formal acceptance of the work associated with that invoice pursuant to the terms of the Statement of Work. If a dispute arises between Tyler and County as to whether a particular payment milestone has been completed, the parties shall invoke the Dispute Resolution process described in Section F(2) and County will not be required to pay any amounts to Tyler associated with that milestone until the dispute has been resolved. As long as the parties have invoked and are complying with the Dispute Resolution process in Section F(2), Tyler will continue to meet its obligations under the Statement of Work during the pendency of any dispute between the parties regarding payment associated with a particular milestone.
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above.

#### SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall terminate on the completion of the work described in Exhibit C, or as may be defined by the parties in the project plan and acceptance of such work by you as described in Exhibit C and our receipt of payment for the work described in Exhibit C. This Agreement may be extended or renewed upon written mutual agreement of the parties.
2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section F(2), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination. Any disputed fees and expenses will be subject to Section F(2) Dispute Resolution. In the event of termination for cause, you may recover from Tyler all direct damages available pursuant to applicable law, subject to the limitation of liability provided in Section E(3).
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due





to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

#### SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

1.1 We will indemnify and hold harmless you and your agents, elected officials, employees, and officers from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct, and with respect to the degree to which you and your agents, officials and employees are free from negligence. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct, and with respect to the degree to which we and our agents, officials and employees are free from negligence.

2. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) ONE AND ONE-HALF (1.5) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT, NOT TO EXCEED \$4.8 MILLION. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1) ABOVE.
4. EXCLUSION OF CERTAIN DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. Insurance. During the course of performing services under this Agreement, we agree to comply with Anoka County's insurance requirements, as set forth in Exhibit E. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.
6. Audit Disclosure and Retention of Records. Tyler agrees to make available to duly-authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant

to Minn. Stat. § 16C.05, any books, documents, papers, and records of Tyler that are pertinent to Tyler's provision of services hereunder. Tyler further agrees to maintain all such required records for six years after receipt of final payment and the closing of all other related matters.

## SECTION F – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Dispute Resolution. You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in the state or federal courts of Minnesota. The parties agree that the exclusive venue in any action to enforce or interpret this agreement, or to resolve a dispute arising under or related to this agreement, shall be in the Tenth Judicial District-Anoka County District Court or the US District Court for the District of Minnesota. The parties hereby consent to the exclusive jurisdiction of the Tenth Judicial District-Anoka County District Court or United States District Court for the District of Minnesota. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement. The parties agree that Client will not make payments to Tyler until Tyler has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to Tyler's employees and to employees of any subcontractors hired by Tyler for work performed under this Agreement. Tyler will provide the County with a letter stating the requirements have been met.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law. We agree to abide by the provisions of Minn. Stat. § 181.59, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract."
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. If a subcontractor is retained, Tyler will obtain written assurances, in a format acceptable to County, that such subcontractor waives any and all rights it may have under Minn. Stat. § 574.29 to obtain payment for materials or labor from County. The Contractor shall be responsible for ensuring that all subcontractors provide services that conform to the services warranty as provided in Section B(5) above.
7. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
8. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. Compliance with Laws. Tyler shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement pursuant to Section D(2) of this Agreement.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Client IT Access Agreement. Tyler, on its own behalf and on behalf of its employees, agrees to be bound by the terms of the Anoka County Information Technology Usage Agreement attached as Exhibit D, and will obtain a signed copy of that agreement on an annual basis from each Tyler employee who works physically onsite for this project on Tyler's behalf and who will access the County's network, servers or workstations. Tyler and its employees agree to be bound by the terms of the Information Technology Usage Agreement, including but not limited to those provisions that address issues concerning remote access. Tyler agrees to re-sign a mutually agreed to, revised, Technology Usage Agreement on its own behalf and on behalf of its employees on an annual basis to maintain connectivity to County assets. Additionally, Tyler will provide access to Client Data only to our employees and subcontractors who need to access the Client Data to fulfill our obligations under this Agreement. All employees and individuals working as our subcontractors have signed a confidentiality agreement. We will ensure that employees and individuals working as subcontractors who access Client Data to perform work under this Agreement are advised upon, agree to be bound by, and receive appropriate instruction as to how to comply with, the data protection provisions as specified in this contract.
12. Entire Agreement; Amendment. This Agreement shall consist of this writing, including exhibits, hereto. For purposes of interpretation, the priority of documents shall be as follows:
  - a. This written Agreement;
  - b. The response to the RFP submitted by Tyler, dated April 27, 2015;
  - c. The Request for Proposals (RFP) issued by the County and dated February 6, 2015.



If there is a direct conflict in the terms contained in any of the documents, this Agreement shall control. If there is a direct conflict in the terms of Tyler's response to the RFP and the RFP, Tyler's response to the RFP shall control. This Agreement (with exhibits) represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

The parties are also entering into a Software as a Service Agreement (the "SaaS Agreement") of near or even date herewith. The SaaS Agreement is a separate contract not included within this Phase 2 Services Agreement.

13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Notices under this Agreement shall be sent to the addresses identified at the bottom of this document.
17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. In addition, Tyler may be exposed to confidential information relating to the County's computers, network, and programs. In recognition of the need to protect this information, Tyler agrees that it shall regard and treat each item of such information as a trade secret and/or confidential information and that it will not, without the express written consent of the County or except as required by law, redistribute, market, publish, disclose or divulge to any other person, firm, or entity, or use or modify for use, directly or indirectly, in any way, for any person or entity, any such information. At the termination of this Agreement, Tyler shall return to the County all confidential information. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and

appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.
21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. The parties agree that venue in any action to enforce or interpret this agreement, or to resolve a dispute arising under or related to this agreement, shall be in the Tenth Judicial District-Anoka County District Court or the US District Court for the District of Minnesota. The parties hereby consent to the exclusive jurisdiction of the Tenth Judicial District-Anoka County District Court or the US District Court for the District of Minnesota.
21. Data Privacy. In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Tyler agrees to abide by all applicable state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration. All data created, collected, received, stored, used, maintained, or disseminated by Tyler in performing this Agreement is also subject to the provisions of Minn. Stat. § 13.01 et. seq. (the Minnesota Government Data Practices Act). Tyler agrees to comply with all applicable provisions of that statute. If Tyler supplies a formula, pattern, compilation, program, device, method, technique or process (1) that it has used reasonable methods to prevent disclosure prior to this Agreement and (2) which has independent economic value, actual or potential, from not being generally known to, or not readily ascertainable by proper means by others who can obtain economic value from its disclosure or use, then County will treat such data supplied by Contractor as Trade Secret data, pursuant to Minn. Stat. § 13.37.
22. Performance Bond. We will secure a performance bond ("Bond") within ten (10) Business Days after execution of this Agreement for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy, payable to Anoka County as security for the faithful performance of this Agreement. The bond shall be issued by an agency authorized to do business in the State of Minnesota with a rating of "A" or higher. The Bond will have an initial term of twenty-four (24) months. In the event that



you desire to renew or extend the term of the performance bond, you shall be responsible for any additional bond premiums and any renewal thereof shall be subject to underwriting or surety approval.

23. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
24. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement, in conjunction with the SaaS Agreement, may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement. Any other jurisdiction utilizing this Agreement will place its own orders directly with us and shall be required to execute a separate contract with us.
25. Insurance. Tyler shall procure and maintain in full force and effect during the term of this Agreement insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Tyler, its agents, representatives, or employees. The insurance coverage shall satisfy the requirements set forth in Exhibit E, which is attached hereto and incorporated herein. Subcontractors performing services for Tyler shall maintain insurance coverage as required in Exhibit E.

## 26. REMOTE ACCESS TO COUNTY SYSTEM

**26.1 Prohibited Conduct.** Vendor personnel, without written approval through the County IT Help Desk or contract provisions/statement of work, shall not:

- a. Connect to the County network
  - b. Load software onto any County computer
  - c. Install or use any type of encryption device or software on any County hardware
  - d. Attach any device to the County non-public network
  - e. Remove or delete any computer software
  - f. Remove any County computer hardware from a County building
  - g. Attach any network or phone cables to any County device
  - h. Intercept or monitor network traffic by any means, including the use of network sniffers
  - i. Install any device or software to enable remote access to any part of the Anoka County Network.
- Remote access will only be granted via the County's official two-factor remote access solution.

**26.2 Technology Usage Agreement.** Through the review and assessment of the County's Systems, Tyler may be exposed to County data and/or data on Individuals or organizations which are confidential in nature. In addition, Tyler may be exposed to confidential information relating to the County's computers, network, and programs. Hereinafter, this data and information is collectively referred to as "County Information." IN RECOGNITION OF THE NEED TO PROTECT THE COUNTY INFORMATION, TYLER COVENANTS AND AGREES THAT IT SHALL REGARD AND TREAT EACH ITEM OF COUNTY INFORMATION AS A TRADE SECRET AND/OR CONFIDENTIAL INFORMATION AND THAT IT WILL NOT, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COUNTY OR EXCEPT AS REQUIRED BY LAW, REDISTRIBUTE, MARKET, PUBLISH, DISCLOSE OR DIVULGE TO ANY OTHER PERSON, FIRM, OR ENTITY, OR USE OR MODIFY FOR USE, DIRECTLY OR INDIRECTLY, IN ANY WAY, FOR

ANY PERSON OR ENTITY, ANY OF THE COUNTY INFORMATION. ACCORDINGLY, TYLER SHALL BE REQUIRED TO EXECUTE THE COUNTY'S INFORMATION TECHNOLOGY USAGE AGREEMENT AS SET FORTH IN EXHIBIT D, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN. The Technology Usage Agreement will be audited annually to ensure only those that need access to County data/systems are granted access. For at least the past ten (10) years, all of Tyler's employees have undergone criminal background checks prior to hire. All Tyler employees sign Tyler's confidentiality agreement and security policies. At the termination of this Agreement, Tyler shall return to the County all County Information. UNAUTHORIZED USE OF THE COUNTY'S DATA MAY BE A CRIMINAL OFFENSE AND VIOLATORS WILL BE PROSECUTED.

27. State Tax Laws.

The County shall not make final payment until the Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees and to employees of any subcontractors hired by the Contractor for work performed under this Agreement. The Contractor will provide the County with a letter stating the requirements have been met.

28. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Phase 1 Final Report
Exhibit D	Anoka County Information Technology Usage Agreement
Exhibit E	Anoka County Insurance Requirements
Exhibit F	Acceptance Form
Exhibit G	Change Order Form
Exhibit H	SaaS Agreement

[Signatures on following page]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: *Abby Diaz*  
Name: Abby Diaz  
Title: Chief Legal officer  
Date: 2/22/2017

Anoka County, Minnesota

By: *Rhonda Sivarajah*  
Name: Rhonda Sivarajah  
Title: Chair, Anoka County Board of Commissioners  
Date: 2-23-17

By: *Jerry Soma*  
Name: Jerry Soma  
Title: County Administrator  
Date: 2-23-17

Office of the Anoka County Attorney

By: *Dasan Storer*  
Name: Dasan Storer  
Title: Asst. County Attorney  
Date: 2-23-17

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Way  
Moraine, OH 45439  
Attention: Gus Tenhundfeld  
Inside Sales Manager

Address for Notices:

Anoka County, Minnesota  
Jonell M. Sawyer  
Division Mgr.-Property Records and Taxation  
2100 Third Avenue  
Anoka, Minnesota 55303

**EXHIBIT A**

The following Investment Summary details the services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

This Agreement covers the professional services described in the Statement of Work at a fixed cost of Three Million Two Hundred Seventy Thousand Four Hundred and Fifteen Dollars (\$3,270,415). The following table describes the implementation, training, data conversion and other professional services included in this Agreement.

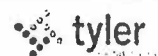
Services - Phase 2	iasWorld	Selectron IVR	Cashiering	Eagle Recorder			Combined Project
Delivery, Installation, & Configuration	\$1,445,740		\$78,125	\$88,520			\$1,612,385
Software Modifications/Development	\$428,850						\$428,850
Project Management	\$347,795		\$13,475	\$8,400			\$369,670
Interface development	-						-
Data Migration/Conversion	\$562,535			\$37,660			\$600,195
Documentation	\$14,210						\$14,210
Training	\$56,835		\$16,750	\$14,280			\$87,865
Other: Performance bond	\$54,745						\$54,745
		\$102,495					\$102,495
<b>SUB-TOTAL PHASE 2 SERVICES</b>	<b>\$2,910,710</b>	<b>- \$102,495</b>	<b>\$108,350</b>	<b>\$148,860</b>			<b>\$3,270,415</b>
<b>TOTAL PHASE 2 SERVICES</b>	<b>\$3,270,415</b>						

**EXHIBIT B****Invoicing and Payment Policy**

Tyler Technologies, Inc. will provide you with the services set forth in the Investment Summary and Statement of Work of your Phase 2 Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Phase 2 Services Agreement.

**Invoicing:** The Services described in the Investment Summary are billed and invoiced according to the payment milestone schedule as set forth below. Your rights to dispute any invoice are set forth in your Services Agreement.

Initiate and Plan Stage		% of contract	Fee per milestone
Contract signing		2.5%	\$ 79,198.00
Phase 2 project schedule accepted		5.0%	\$ 158,396.00
Implementation management plan accepted		5.0%	\$ 158,396.00
Control Point 1: Initiate and Plan Stage Complete Stage total		12.5%	\$ 395,990.00
Assess and Define Stage			
Initial conversion data mapping accepted		10.0%	\$ 316,792.00
Final scope accepted		2.5%	\$ 79,198.00
SaaS environment site access		2.5%	\$ 79,198.00
Control Point 2: Assess and Define Stage Complete Stage total		15.0%	\$ 475,188.00
Build and Validate Stage			
Pre-release build 1 accepted (approx.. Delivery date 2017Q2)		10.0%	\$ 316,792.00
Onsite training for County core users completed		5.0%	\$ 158,396.00
First conversion iteration accepted		10.0%	\$ 316,792.00
Pre-release build 2 accepted (Date TBD)		10.0%	\$ 316,792.00
Pre-release build 3 accepted (Date TBD)		10.0%	\$ 316,792.00
Control Point 3: Build and Validate Stage Complete Stage total		45.0%	\$ 1,425,564.00



**EXHIBIT B**

<b>Final Testing and Training Stage</b>			
lasWorld/Eagle Recorder/Tyler Cashlering Integration functioning - accepted		5.0%	\$ 158,396.00
User acceptance testing (UAT) completed without critical or high defects (per support call process exhibit in SaaS Contract)		5.0%	\$ 158,396.00
<b>Control Point 4: Final Training and Testing Stage Complete Stage total</b>		<b>10.0%</b>	<b>\$ 316,792.00</b>
<b>Production Cutover Stage</b>			
Final conversion accepted		2.5%	\$ 79,198.00
Production cut-over		5.0%	\$ 158,396.00
<b>Control Point 5: Production Cutover Stage Complete Stage total</b>		<b>7.5%</b>	<b>\$ 237,594.00</b>
<b>Phase/Project Closure Stage</b>			
Final acceptance without critical or high defects (per support call process exhibit in SaaS Contract)		10.0%	\$ 316,792.00
<b>Control Point 6: Phase/Project Closure Stage Complete Stage total</b>		<b>10.0%</b>	<b>\$ 316,792.00</b>
<b>Tyler Technologies Phase 2 Services TOTAL</b>		<b>100.0%</b>	<b>\$ 3,167,920.00</b>
<b>Selectron IVR</b>			
Contract Execution		25%	\$25,623.75
Completion of system installation in data center		50%	\$51,247.50
30 days following completion of system installation in data center		20%	\$20,499.00
Final acceptance		5%	\$5,124.75
<b>Selectron IVR Phase 2 Services TOTAL</b>			<b>\$102,495</b>
<b>TOTAL PHASE 2 SERVICES</b>			<b>\$3,270,415</b>

Phase 2 Services payment milestones are invoiced as delivered to and accepted by the Client as described in Section C(1) of the Agreement. As each payment milestone is completed, Tyler will submit its invoice for such milestone for review and approval by the Client and Client shall either pay such invoice within thirty (30) days of receipt or provide us with written notice of rejection. Acceptance of a payment





**EXHIBIT B**

milestone shall not be unreasonably withheld. If an invoice for a payment milestone is rejected, Client must provide us written notice of the reason(s) for such rejection. If the Client fails to pay an invoice or provide written notice of the reasons for rejection within thirty (30) days of the invoice date, the payment milestone shall be deemed to be approved.

**Payment.** Payment for undisputed invoices is due within thirty (30) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating Account

EXHIBIT C



### **Tyler Technologies Statement of Work**

The following Phase 1 Final Report details the services to be delivered by Tyler Technologies, Inc. to the Client under this Phase 2 Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Phase 2 Services Agreement.

[ANOKA PHASE 1 FINAL REPORT ATTACHED AS EXHIBIT C]





# Statement of Work

*Enterprise Group, Tyler Technologies*

*Revised 2/15/2017*

Empowering people who serve the public™



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## 1 EXECUTIVE SUMMARY

### 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, Implementation Stages, and Deliverables for the implementation of Tyler products.

The Project goals are to offer Anoka County, MN (County) the opportunity to make the County more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- streamlining, automating, and integrating business processes and practices
- providing tools to produce and access information in a real-time environment
- enabling and empowering users to become more efficient, productive and responsive
- successfully overcoming current challenges and meeting future goals

### 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the County's functional area utilizing the Tyler product. Refer to Scope of Services section for information containing detailed product components.

[PRODUCT FAMILY]	[FUNCTIONAL AREA]
lasWorld	CAMA – Appraisal and Assessment, Tax Billing, Collections, Distribution, Settlement, Delinquent tax, Personal Property, Manufactured Homes, Public Access and Field Mobile, Document Manager
Tyler Cashiering	Cashiering and Receipting
Eagle Recorder	Land Records Management, eCommerce (subscription service), eMarriage/eForms including Marriage, Birth/Death, Ordinations, Abstract and Torrens recording and indexing (including Torrens certificate creation), OCR (with automated indexing and redaction), and eRecording
Selectron (3 <sup>rd</sup> party)	Integrated Voice Response system

### 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

### 1.4 Project Methodology Overview

Tyler bases its Implementation Methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the County's complexity, and organizational needs.

## 2 PROJECT GOVERNANCE

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project Governance also defines the structure for issue escalation and resolution, Change Control review and authority, and Organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler Implementation Management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler Executive Sponsors. As part of the escalation process, each Project Governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler Executive Sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the County's organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

The County's Project Manager(s) coordinate county Project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The County Project Manager(s) will be responsible for reporting to the County Steering Committee and determining appropriate escalation points.

#### 2.1.2 Steering Committee

The County Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the County Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the



County Steering Committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County Steering Committee also provides support to the County Project Manager(s) by communicating the importance of the Project to all impacted departments. The County Steering Committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical Project issues or policy decisions. The County Steering Committee also serves as primary level of issue resolution for the Project.

### **2.1.3 Executive Sponsor(s)**

The County's Executive Sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the Executive Sponsor also acts as the final authority on all escalated Project issues. The Executive Sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The Executive Sponsor empowers the County Steering Committee, Project Manager(s), and Functional Leads to make critical business decisions for the County.

## **2.2 Tyler Governance**

### **2.2.1 Tyler Project Manager**

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler Project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the County. If requested, the Tyler Project Manager(s) provide regular updates to the County's Steering Committee and other Tyler Governance members.

### **2.2.2 Tyler Implementation Management**

Tyler Implementation Management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult Implementation Management on issues and outstanding decisions critical to the Project. Implementation Management works toward a solution with the Tyler Project Manager(s) or with the County Management, as appropriate. Tyler Executive Management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

### **2.2.3 Tyler Executive Management**

Tyler Executive Management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

## **2.3 Acceptance Process**

The following process will be used for accepting Deliverables and Control Points:

- The County shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon reasonable timeframe by the parties in writing, to accept or reject each Deliverable or Control Point. If the County feels they need more time for review, Tyler must receive notice of this in writing.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within 10 business days of receipt of rejection. The County shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. This acceptance process is followed for all Deliverables and Control Points throughout the Project.

### 3 OVERALL PROJECT ASSUMPTIONS

#### 3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- It is to be understood that the project plan/schedule for phase 2, that has been delivered as part of phase 1, is a schedule of needed tasks to complete the implementation, but that Tyler will work with the County to solidify the dates of those tasks and agree to the final project plan/schedule during phase 2. The Training and Test Plans, as part of the Final Report in Phase 1, are also included in this assumption.
- The County and Tyler have the ability to allocate additional internal resources if needed. The County also ensures the alignment of their budget and Scope expectations. The County has two desirable windows of opportunity for production cutover. Those are in the months of July and December.
- The County and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the County provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to the Scope of the project may result in additional charges to the Project. Any change affecting scope, that would result in additional charges, will need to go through the change order process.
- Tyler provides a written agenda and notice of any prerequisites to the County Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the County Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- The County users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The County is responsible for making decisions based on the options available.



- In the event the County may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the County's responsibility to define, document, and implement.
- The County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services, items that are discovered after contract signing and beyond the deliverables laid out in the contracted SOW, to be out of Scope and would require additional hours, to be requested via a change request, approved through the Change Control process.
- The County will respond to information requests in a reasonable and timely manner, in accordance with the Project schedule.

### **3.2 Data Conversion**

- The County is readily able to produce the data files, along with meaningful current file layouts and field definitions, needed for conversion from the Legacy System in order to provide them to Tyler on the mutually agreeable due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- If the County chooses to use an Interim database as its data source, so as to preserve proprietary information from legacy systems vendor, it's the responsibility of the County to ensure no data is omitted from original data source when delivered to Tyler.
- The County understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the County may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the County to ensure all data pulled includes all required data and the Tyler system contains properly mapped data. Approach to data clean up will be mutually agreed upon based on scenarios encountered.
- Tyler will work with the data source(s) provided, writing code to put them into the required format to convert into Tyler software.
- Tyler will run programmatic checks to check for data issues, manually verify data converted and compare record and image counts to ensure confidence in a complete conversion prior to providing it to the county for review. Exception reports will be provided back to the County.
- The County is responsible for reviewing the converted data and images in an agreed upon timeframe and reporting issues to Tyler in writing.
- Tyler will provide responses to these issues, whether they are explanations or fixes to the conversion prior to the final cut over.

### **3.3 Data Exchanges, Customizations, Forms and Reports**

- The County ensures the 3rd party data received is in the correct format.
  - 3<sup>rd</sup> party meaning any non-Tyler software package that has an integration with iasWorld

- i.e. static file imports, live API interaction, web services, etc.
- The 3rd party possesses the knowledge of how to program their portion of the integration and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler Standard Data Exchange tools may not be available.
- The County is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Customization requests not expressly stated in the contract are out of Scope. Customizations requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Customization requests not in Scope must follow the Project Change Request process.

### 3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software. Software initially installed should be a version that has been in use in Production by another customer for a minimum of 3 months prior to Installation for use by the County.
- If Eagle Recording is on premise, the County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.
- The County has in place all hardware, software, and technical infrastructure necessary to support the Project.
- If Eagle Recording is on premise, the County's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the County does not meet minimum standards of Tyler's published specifications. (For non-SaaS installations.)

### 3.5 Education

- During live and onsite training, the County provides a training room for Tyler staff to transfer knowledge to the County resources, as well as a place for the County staff to practice what they have learned without distraction. If Phases overlap, the County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The County determines the number of workstations in the room. Tyler recommends every person attending a scheduled session, with a Tyler Consultant or Trainer, have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
  - Anoka County maintains a shared 15 seat training lab. This is the only training facility available for this project. Use of the training lab will require 4 weeks advance notification in order to secure time slots and work with other departments that may need to use the room as well.
- The County provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to the County provided projector, allowing all attendees the ability to actively engage in the training session.

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- The County testing database contains the Tyler software version required for delivery of the Customization prior to the scheduled delivery date for testing.
- The County is responsible for verifying the performance of the Customization as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

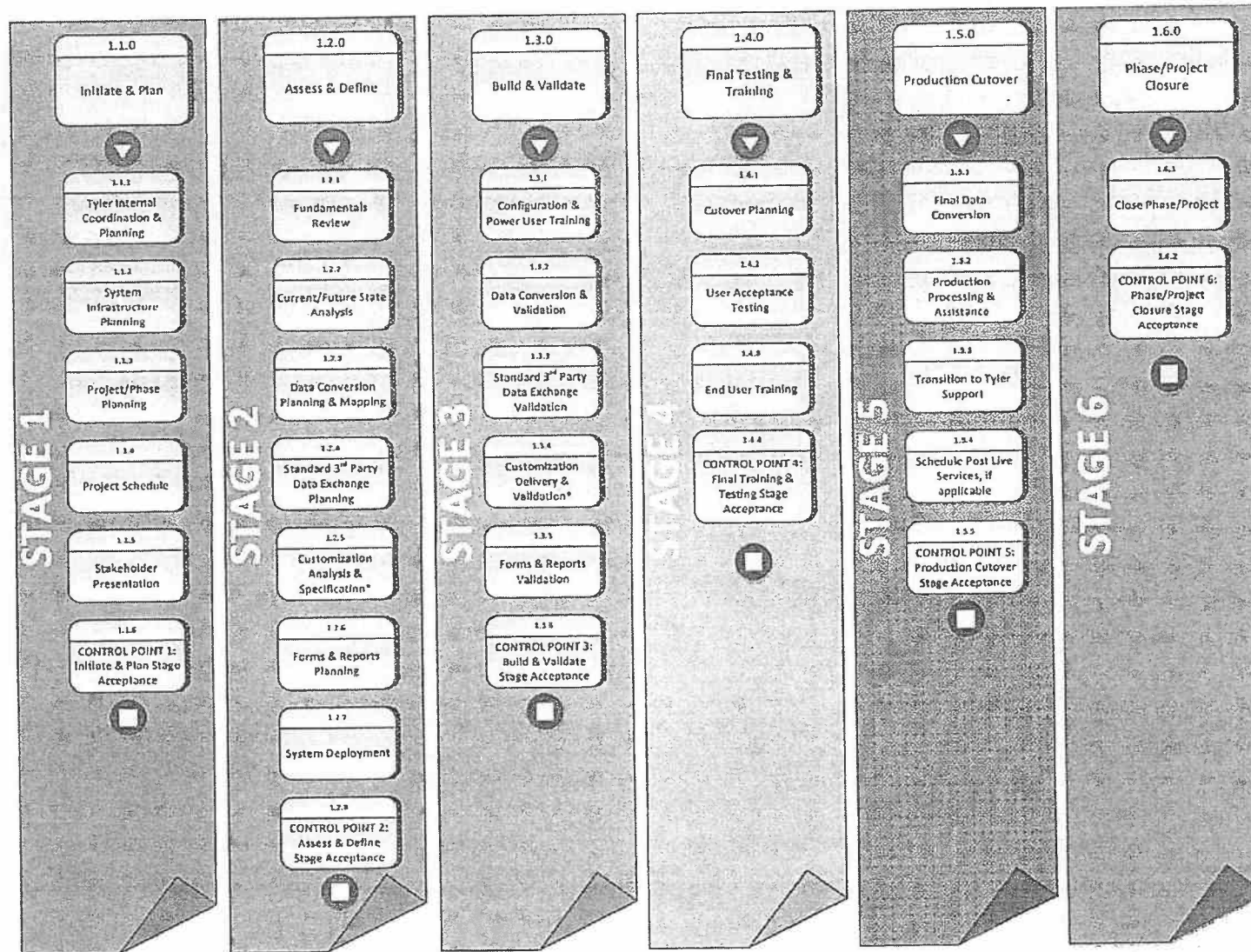
## **4 IMPLEMENTATION STAGES**

### **4.1 Work Breakdown Structure (WBS)**

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



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\* - If included in project scope

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**4.2 Initiate & Plan (Stage 1)**

The Initiate & Plan Stage creates a foundation for the Project through identification of the County and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. The County participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

**4.2.1 Tyler Internal Coordination & Planning**

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the County with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. The County participation in gathering requested information, by provided deadlines, ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project/Phase Planning session.

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STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C			I								

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STAGE 1		Tyler Internal Coordination & Planning																		
		TYLER									CLIENT									
TASKS	Internal planning and phase coordination																			

#### 4.2.2 System Infrastructure Planning (If Eagle Recording is on premise, Non-SaaS)

The County provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the County's site. The County completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

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STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, If applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

#### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the County and Tyler.

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STAGE 1			Project/Phase Planning																			
			TYLER									CLIENT										
TASKS			Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning				A	R								I	C	C			I				
Deliver implementation management plan				A	R									C	C	I						

#### 4.2.4 Project Schedule

The County and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

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STAGE 1	Project Schedule															
	TYLER								CLIENT							
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads
TASKS																
Develop initial Project schedule		A	R	I								C	I	I		
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I

#### 4.2.5 Stakeholder Presentation

The County stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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STAGE 1		Stakeholder Presentation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
	Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

#### 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the County's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: The County reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule



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- Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
- Scope: Task list, assignments and due dates
- Acceptance criteria: The County acceptance of schedule based on the County resource availability and Project budget and goals.

**4.2.6.2 Initiate & Plan Stage Acceptance Criteria**

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

**4.3 Assess & Define (Stage 2)**

The primary objective of Assess & Define is to gather information about current County business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring County collaboration. The County shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

**4.3.1 Fundamentals Review (Completed during Phase 1)**

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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STAGE 2		Fundamentals Review																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable			A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites				I									A	R		I				C	
Ensure all scheduled attendees are present				I	I							A	R	C		I					
Facilitate fundamentals review				A	R								I	I		I					

#### 4.3.2 Current/Future State Analysis (Completed during Phase 1)

The County and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

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STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the County, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date In the Project Plan			I	I						C	A	R	I	C	I					
Record Future State decisions			A	R								I	C	I	C					

#### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the County's Legacy System Applications to the Tyler system. Tyler staff and the County work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system. Tyler Implementation Consultants (ICs) will complete a data conversion analysis. During the analysis, current data systems will be reviewed and the IC's will determine, with County staff, a plan for data conversion. The plan will include:

- Scope of data conversion
- Level of detail covered
- Historical data converted
- Identification of current data sources

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- Strategy for data conversion

If gaps are identified in Tyelr's systems that prevent the County from converting critical legacy data, Tyelr will work with the County in good faith to identify alternative solutions that meet the County's underlying functional requirements. The resulting alternative solution, including potential costs and timelines, shall be detailed in the Data Conversion Plan (DED-3).

Please refer to DED-3 Conversion Plan deliverable for details on data conversion.

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STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Identify current data to be converted			I	A	I							I	R		I			C		
Make decisions on data conversion plans			A	C	I							I	R		I			C		
Provide recommendations for data conversion			I	R	C							I	A		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, If needed			I	C	C							A	C		C			R		



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Data Conversion Planning & Mapping Open Items

1. Historical receipt information will not be converted to Eagle Recorder. The County will need the ability to process refunds against historical receipts after production cutover. The best process to handle this will be determined in Phase 2.

4.3.4 Standard 3rd Party Data Exchange (Integration/Interface) Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the County's responsibility to ensure the third party program operates or accesses the data correctly.

The County and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

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STAGE 2		Standard 3 <sup>rd</sup> Party Data Exchange Planning																																						
		TYLER								CLIENT																														
TASKS		Tyler Executive Manager		Tyler Implementation Manager		Tyler Project Manager		Tyler Implementation Consultant		Tyler Data Conversion Experts		Tyler Forms & Reports Experts		Tyler Customization Programmers		Tyler Technical Support		Tyler Sales		Client Executive Sponsor		Client Steering Committee		Client Project Manager		Client Functional Leads		Client Change Management Leads		Client Power Users		Client Department Heads		Client End Users		Client Technical Leads		Client Project Toolset Coordinator		Client Upgrade Coordinator
	Review Standard or contracted Data Exchanges			A		R																C		I		I									C					
	Define or confirm needed Data Exchanges			I		C																	A		C		C								R					



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**4.3.5 Customization Analysis & Specification, if contracted**

Tyler staff conducts additional analysis and develops specifications based on information discovered during Phase 1. The County reviews the specifications and confirms they meet the County's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's Intention is to minimize Customizations by using Standard functionality within the Application, which may require a County business process change. It is the responsibility of the County to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for the County approval) for contracted program Customizations (BRDs). Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the County will test and approve those changes during the Build and Validate Stage.

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STAGE 2		Customization Analysis & Specification, if contracted																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements				A	C			R					C	C	I	C			C		
Develop specification document(s)		A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable				I	C			C					A	R	I	C			C		

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STAGE 2		Customization Analysis & Specification, if contracted																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

#### 4.3.6 Forms & Reports Planning (Completed during Phase 1)

The County and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either County developed Reports or a newly discovered Customization that will require a Change Request.

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STAGE 2		Forms & Reports Planning																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms/Reports output				A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler				I			I						A	R		C					
Review in Scope Reports				A	R								I	C		C					
Identify additional Report needs				I	C								A	R		C					
Add applicable tasks to Project schedule			A	R	I		C						C	I		I			I		

**4.3.7 System Deployment (SaaS deployment)**

The Tyler Technical Services team installs Tyler Applications on the server and ensures the platform operates as expected.

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STAGE 2		System Deployment																			
		TYLER									CLIENT										
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I						R				I						C		
Ensure platform operates as expected	A		I						R				I						C		

#### 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire (System Design Document)
  - Objective: Gather and document information related to the County business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: The County acceptance of completed Questionnaire based on thoroughness of capturing all the County business practices to be achieved through Tyler solution.



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- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the County, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted (BRDs)
  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the County's needs
  - Scope: Design solution for Customization
  - Acceptance criteria: The County accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
  - Objective: Provide specifications for the County, in Scope form, Report and output requirements
  - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
  - Objective: Installation of purchased Tyler software
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct a follow up to ensure all tasks are complete, and complete server system administration training.
    - Tyler will provide documentation for Anoka County to utilize in order to setup SAML 2 using ADFS and will assist Anoka County with the set up SAML 2 using ADFS as it pertains to "iasWorld."
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users (using SAML 2 for iasWorld), the County team members are trained on applicable system administration tasks.

**4.3.8.2 Assess & Define Stage Acceptance Criteria**

- Tyler software is installed



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- Proper connectivity has been established and authorized Anoka County Active Directory users are able to connect to Tyler's application servers.
- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Initial data conversion mapping and extractions completed and provided to Tyler, as mutually agreed upon by both parties.

**4.4 Build & Validate (Stage 3)**

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the County's needs identified during the Assess and Define Stage, preparing the County for Final Testing and Training.

**4.4.1 Configuration & Power User Training**

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the County Power Users to prepare them for the Validation of the software. The County collaborates with Tyler staff iteratively to Validate software configuration.

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EXHIBIT A

STAGE 3		Configuration & Power User Training																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration				A	R								I	R		I					
Power User process and Validation training				A	R								I	C	I	C				I	
Validate configuration				I	C								A	C		R			C		

#### 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the County, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the County reviews specific data elements within the system and identifies discrepancies, and reports in writing. Iteratively, Tyler collaborates with the County to address conversion discrepancies prior to acceptance. Please refer to DED-3 Conversion Plan deliverable for details on data conversion.

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STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I	C				C		

#### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the County tests each Data Exchange.

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STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.4.4 Customization Delivery & Validation, If contracted

Tyler delivers in Scope Customization(s) to the County for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

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STAGE 3		Customization Delivery & Validation, If contracted																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
	Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
	Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
	Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the County tests each Standard Form/Report.

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STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

#### 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system
  - Scope: Data conversion program complete; deliver converted data for review
  - Acceptance criteria: Initial error log available for review
- Data conversion verification document

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- Objective: Provide instructions to the County to verify converted data for accuracy
- Scope: Provide self-guided instructions to verify specific data components in Tyler system
- Acceptance criteria: The County accepts data conversion delivery; the County completes data issues log
- Installation of Customizations on the County's server(s)
  - Objective: Deliver Customization(s) in Tyler software
  - Scope: Program for Customization is complete and available in Tyler software, Customization testing
  - Acceptance criteria: Delivery of Customization(s) results in objectives described in the County-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review
  - Scope: Installation of all Standard Forms & Reports included in the Agreement
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

**4.4.6.2 Build & Validate Stage Acceptance Criteria**

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3<sup>rd</sup> party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The County and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

**4.5 Final Testing & Training (Stage 4)**

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During Final Testing and Training, Tyler and the County review the final Cutover plan. A critical Project success factor is the County understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

**4.5.1 Cutover Planning**

The County and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the County for success.

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STAGE 4	Cutover Planning														
	TYLER								CLIENT						
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users
TASKS															
Cutover Planning Session		A	R	C						I	C	C	C	C	C
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I

**4.5.2 User Acceptance Testing (UAT)**

The County performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler will assist the County in creating a Test Plan for users to follow, to ensure proper Validation of the system.

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STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing	A	R	C									I	I							
Perform User Acceptance Testing		I	C							A	R	C	C	C	C	I	I	C	I	
Accept custom program(s), if applicable		I	I				I			A	R	C	I	C				C		
Validate Report performance		I	C			C					A	C		R				C		

#### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day County processes that will be delivered via group training, webinar, eLearning and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Please reference the training plans that were provided, for more detail. Please keep in mind, these plans are guidelines and that Tyler will work with the County to set up all necessary training needed to be sure the installation is successful. The County users who attended the Tyler sessions may train any County users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

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STAGE 4		End User Training																			
		TYLER									CLIENT										
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions				A	R								C	I		I	I		I	I	
Conduct additional End User training sessions				I								I	A	C	I	R	I	I	I	I	

#### 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates



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EXHIBIT A

- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

#### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

#### 4.6 Production Cutover (Stage 5)

The County and Tyler resources complete tasks as outlined in the Production Cutover Plan and the County begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the County transitions to the Tyler support team for ongoing support of the Application.

##### 4.6.1 Final Data Conversion, if applicable

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The County may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

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STAGE 5		Final Data Conversion, if applicable																		
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		R						I	A	C	I	C			C		

#### 4.6.2 Production Processing & Assistance

Tyler staff collaborates with the County during Production Cutover activities. The County transitions to Tyler software for day-to day business processing.

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STAGE 5		Production Processing & Assistance	
		TYLER	
		CLIENT	
TASKS			Tyler Executive Manager
			Tyler Implementation Manager
	A	C	Tyler Project Manager
	R	C	Tyler Implementation Consultant
			Tyler Data Conversion Experts
			Tyler Forms & Reports Experts
			Tyler Customization Programmers
	C		Tyler Technical Support
			Tyler Sales
		-	Client Executive Sponsor
		-	Client Steering Committee
		A	Client Project Manager
Production processing		R	Client Functional Leads
	C	R	Client Change Management Leads
	C	R	Client Power Users
	C	R	Client Department Heads
	C	R	Client End Users
	C	R	Client Technical Leads
		-	Client Project Toolset Coordinator
		-	Client Upgrade Coordinator
Provide production assistance			

#### 4.6.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the County to the Tyler Support team, who provides the County with day-to-day assistance following Production Cutover.

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STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

#### 4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with the County Project Manager(s) to identify needs.

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EXHIBIT A



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EXHIBIT A

STAGE 5		Schedule Post-production Services, if applicable																			
		TYLER									CLIENT										
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services				C	C								A	R	I	C				I	
Schedule services for post-production topics			A	R	I								C	C	I	C				I	

#### 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

##### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support



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EXHIBIT A

- Scope: Define support strategy for day-to-day processing, conference call with the County Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
- Acceptance criteria: The County receives tools to contact support and understands proper support procedures.

#### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

#### 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The County moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

##### 4.7.1 Close Phase/Project

The County and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the County Project Manager(s) prior to closing the Phase or Project.

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EXHIBIT A

STAGE 6		Close Phase/Project																			
		TYLER									CLIENT										
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan			A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables			A	R							I	I	C								

#### 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

##### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

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EXHIBIT A

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

## 5 ROLES AND RESPONSIBILITIES

### 5.1.1 Tyler Roles and Responsibilities

Tyler assigns Project Managers prior to the start of each Phase of the Project. The Project Manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

#### 5.1.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing the Project Deliverables to align with satisfying the County's overall organizational strategy.
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the Implementation Management level as part of the escalation process
- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the County's Executive Sponsor

#### 5.1.1.2 Tyler Implementation Management

- Acts as the counterpart to the County Steering Committee.
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends the County Steering Committee meetings as necessary
- Provides support for the Project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

#### 5.1.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by the County Project Manager(s)

- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Update and deliver Implementation Management Plan
  - Defines Project tasks and resource requirements
  - Develops initial and full scale Project schedule
  - Collaborates with the County Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the County to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/Reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the County any items that may negatively impact the outcomes of the Project
  - Collaborates with the County's Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Sets a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
  - Acts as liaison between Project Team and Tyler Manager(s)
  - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
  - Provides direction and support to Project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Customization activities
  - Coordinates with in Scope third party providers to align activities with ongoing Project tasks
- 5.1.1.4 Tyler Subject Matter Expert
  - Possesses both a broad and deep understanding of the functionality within Tyler software products for his/her functional area(s)



**EXHIBIT A**

- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Provides conversion consulting and mapping assistance
- Follows up on issues identified during sessions
- Documents activities for onsite services
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the Final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Performs gap analysis and documents non-contracted modifications and Customization requests.

**5.1.1.5 Tyler Implementation Consultant**

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for onsite services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the County following configuration
- Assists during Cutover process and provides production support until the County transitions to Tyler Support.
- Provides product related education
- Effectively facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the County's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the Final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

**5.1.1.6 Tyler Trainer**

- Provides product related education with documentation
- Effectively facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the County's designated trainers for End Users

**5.1.1.7 Tyler Data Conversion Experts**

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the County with understanding and interpreting error Reports
- Performs modifications and corrections to customized conversion programs as the County discovers data anomalies and exception conditions

**5.1.1.8 Tyler Reports/Forms Experts**

- Provides specifications for all Forms & Reports In Scope
- Reviews requirements for Peripherals and Consumables, if applicable
- Conducts review of the County's form mockup sheets
- Develops final form designs
- Configures and installs Forms software and approved Forms

**5.1.1.9 Tyler Development**

- Programs and incorporates Customizations per the specifications into the base product
- Performs internal quality assurance and developing technical and help documentation
- Provides software updates and defect fixes

**5.1.1.10 Tyler Sales**

- Provide sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

**5.1.1.11 Tyler Software Support**

- Manages incoming customer issues via phone, email, and online customer incident portal
- Documents and prioritizes Issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution



- Identifies options for resolving reported Issues
- Reports and escalates defects to Tyler Development
- Communicates with the County on the status and resolution of reported issues

#### 5.1.1.12 Tyler Basic Network Support (for applicable products)

- Manages Incoming customer issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of the County systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to a timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements

#### 5.1.1.13 Tyler Disaster Recovery Support (for applicable products)

- Conduct and monitor nightly backups of the County databases at hosting facility, transfer nightly backups to Tylers data center.
- Provides services to host Application in the event of a disaster
- Provides 24 hour RPO – Recover Point Objective
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours
- Provide one annual disaster planning walkthrough

#### 5.1.1.14 Tyler Systems Management Services (for applicable products)

- Manages incoming customer issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of the County systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks Issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements
- Troubleshoot server and workstation Issues
- Migrate Tyler Applications and databases to new hardware
- Maintain systems and provide Database and Server Administration
- Provide proactive monitoring of Tyler Application/DB server(s)
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases

**EXHIBIT A****5.1.1.15 Tyler SaaS Technicians**

- Provides maintenance of hosted server hardware, Operating System, and Software Upgrades
- Provides IT-related services for server environment
- Provides remote technical assistance and tracks issues
- Provides Systems management and Disaster Recovery services within hosting services.
- Adds new County users; the County determines user names incorporating a unique client identifier and user initials.
- Performs Tyler Software Upgrades through coordination with the County.

**5.1.2 The County Roles and Responsibilities**

The County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

**5.1.2.1 The County Executive Sponsor**

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the County Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

**5.1.2.2 The County Steering Committee**

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals

- The County Procedures

#### 5.1.2.3 The County Project Manager

The County shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the County Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from the County to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures invoicing and Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Signs off on contract milestone acknowledgment documents
  - Collaborates on and obtains approval of change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines Project tasks and resource requirements for the County Project team
  - Collaborates in the development of and approval of the Project Plan and Project schedule
  - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager to establish risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
  - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management



**EXHIBIT A**

- Acts as liaison between Project Team and Stakeholders
- Identifies and coordinates all the County resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
- Provides direction and support to Project team
- Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
- Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
- Assesses team performance and takes corrective action, if needed
- Provides guidance to the County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
- Coordinates with in Scope third party providers to align activities with ongoing Project tasks

**5.1.2.4 The County Functional Leads**

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client Project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to the County Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation management plan development
  - Schedule development
  - Maintenance and monitoring of risk register

- Escalation of Issues
- Communication with Tyler Project team
- Coordination of the County resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

#### 5.1.2.5 The County Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on the County business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate In User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to the County staff during and after implementation, as necessary

#### 5.1.2.6 The County End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

#### 5.1.2.7 The County Technical Support

- Coordinates updates and releases with Tyler as needed

**EXHIBIT A**

- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from the County's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for the County 3<sup>rd</sup> party Data Exchanges.
- Assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

**5.1.2.8 The County Upgrade Coordinator**

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's Software Upgrade process
- Assists with the Software Upgrade process, if required, during Implementation
- Manages Software Upgrade activities post-Implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with the County and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

**5.1.2.9 The County Project Toolset Coordinator**

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

**5.1.2.10 The County Change Management Lead**

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

## 6 GLOSSARY

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Customization	Modification of software program package to provide individual customer requirements documented within the Scope of the Agreement.
Cutover	The point when a client begins using Tyler software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a customer (either Internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a client is converting.



<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
<b>Questionnaire</b>	A document containing a list of questions to be answered by the client for the purpose of gathering Information needed by Tyler to complete the implementation.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Scope</b>	Products and services that are included in the Agreement.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
<b>Test Plan</b>	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
<b>Software Upgrade</b>	References the act of updating software files to a newer software release.



**EXHIBIT A**

Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 7 APPRAISAL & TAXATION CONVERSION SUMMARY

This information has been moved to the DED-3 Data Conversion Plan document.

## 8 EAGLE RECORDER CONVERSION SUMMARY

This information has been moved to the DED-3 Data Conversion Plan document.

C0006578

**ADDENDUM NO. 1 TO PHASE 2 SERVICES AGREEMENT**

This Addendum No. 1 to Phase 2 Services Agreement is made and entered into between the County of Anoka, a political subdivision of the State of Minnesota ("County") and Tyler Technologies, Inc. ("Tyler").

WHEREAS, County and Tyler are parties to a Phase 2 Services Agreement dated February 23, 2017 (the "Agreement"), pursuant to which Tyler agreed to provide certain software implementation services and ongoing software services; and

WHEREAS, the parties initially projected that the System would achieve final production cut-over by December 2018; and

WHEREAS, the parties acknowledge and agree that a December 2018 final production cut-over is not feasible; and

WHEREAS, the parties have agreed to revise the Project Plan and certain payment terms to reflect an agreed upon revised Project Plan; and

WHEREAS, the parties now enter into this Addendum to amend the terms pursuant to which the project moves forward.

1. **Final Production Cut-Over Date.** County and Tyler agree that the final production cut-over as described in the Project Plan, as revised and incorporated into the Agreement via this Amendment, shall occur at a mutually agreeable time between July 12 and August 5, 2019. All modules of the final system shall go live simultaneously on the same agreed date between July 12 and August 5, 2019, except for those modules and customizations which are excluded from such go-live date as indicated on the High Level Project Schedule attached to this Amendment as Exhibit A (the "High Level Project Schedule"). Tyler and County agree that all

work described in Exhibit C to the Agreement will be completed as described in the High Level Project Schedule.

2. **Amendment to SaaS Fees.** Exhibit H to the Agreement is a Software as a Service Agreement ("SaaS Agreement") between Tyler and County which sets forth the Recurring Costs/Maintenance & Support (SaaS Fees). The parties hereby amend the payment schedule table in Exhibit A, Investment Summary of the SaaS Agreement in its entirety, and replace it with the following in lieu thereof. Accordingly, the table listing the SaaS Fees for the initial 5 year term, encompasses the following payments:

Application Software	One-Time Costs/ Licensing	Recurring Costs/Maintenance & Support (SaaS Fees)				
		Year 1	Year 2	Year 3	Year 4	Year 5
iasWorld CAMA/Tax Standard	\$ -	\$473,250.00	\$473,250.00	\$473,250.00	\$473,250.00	\$473,250.00
Amendment 1 Discount				(\$166,666.00)	(\$166,666.00)	(\$166,666.00)
Net iasWorld CAMA/Tax Standard SaaS Fee		\$473,250.00	\$473,250.00	\$306,584.00	\$306,584.00	\$306,584.00
Eagle Recorder	\$ -	\$219,376.00	\$219,376.00	\$219,376.00	\$219,376.00	\$219,376.00
Eagle Recorder - Hosting (Storage)(1)		\$42,000.00	\$44,000.00	\$46,000.00	\$48,000.00	\$50,000.00
Tyler Cashiering	\$ -	\$59,300.00	\$59,300.00	\$59,300.00	\$59,300.00	\$59,300.00
Selectron IVR(2)	\$97,290.00	\$38,260.00 (3)	\$38,260.00	\$38,260.00	\$38,260.00	\$38,260.00

TOTAL APPLICATION SOFTWARE		\$97,290.00		\$832,186.00		\$834,186.00		\$669,520.00		\$671,520.00		\$673,520.00
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3. **Compensation to County—Extension of Fixed Pricing Structure.** In addition to the agreement by Tyler to discount the Years 3-5 SaaS Fees as described in Section 2 of this Addendum, upon renewal of the SaaS Agreement following the initial five (5) year term, Tyler agrees that the SaaS Fees payable by the County for the Tyler Software during the portion of the renewal term which occurs within five years from the date on which Tyler completes the final production cut-over and the System goes live, shall be at the same, undiscounted SaaS Fee rates as provided during Years 1-5. Thereafter SaaS Fees shall be determined as described in the SaaS Agreement.

4. **Phase 2 Services Agreement Invoicing and Payment Policy.** The payment milestone schedule in Exhibit B of the Agreement (“Invoicing and Payment Policy”) is hereby deleted in its entirety and replaced with the following in lieu thereof. The parties acknowledge and agree that the process for acceptance of the Control Points as described in the Statement of Work of the Agreement is not modified by this Amendment.

Initiate and Plan Stage	% of contract	Fee per milestone	Status/Estimated Invoice Date
Contract signing	2.5%	\$ 79,198.00	Paid
Phase 2 project schedule accepted	5.0%	\$ 158,396.00	Paid
Implementation management plan accepted	5.0%	\$ 158,396.00	Paid
<b>Control Point 1: Initiate and Plan Stage Complete Stage total</b>	<b>12.5%</b>	<b>\$ 395,990.00</b>	
<b>Assess and Define Stage</b>			
Initial conversion data mapping accepted	10.0%	\$ 316,792.00	Paid
Final scope accepted	2.5%	\$ 79,198.00	July, 2018
SaaS environment site access	2.5%	\$ 79,198.00	Paid
<b>Control Point 2: Assess and Define Stage Complete Stage total</b>	<b>15.0%</b>	<b>\$ 475,188.00</b>	
<b>Build and Validate Stage</b>			
Quarterly Release Configurations/Customizations 1 Delivered	10.0%	\$ 316,792.00	Paid
Onsite training for County core users completed	5.0%	\$ 158,396.00	September, 2018
First conversion iteration accepted	10.0%	\$ 316,792.00	December, 2018
Quarterly Release Configurations/Customizations 2 Delivered	2.5%	\$ 79,198.00	October, 2018
Quarterly Release Configurations/Customizations 3 Delivered	7.5%	\$ 237,594.00	January, 2019
Quarterly Release Configurations/Customizations 4 Delivered	7.5%	\$ 237,594.00	April, 2019
Quarterly Release Configurations/Customizations 5 Delivered	2.5%	\$ 79,198.00	July, 2019
<b>Control Point 3: Build and Validate Stage Complete Stage total</b>	<b>45.0%</b>	<b>\$ 1,425,564.00</b>	
<b>Final Testing and Training Stage</b>			
lasWorld/Eagle Recorder/Tyler Cashiering integration functioning - accepted	5.0%	\$ 158,396.00	May, 2019
User acceptance testing (UAT) completed without critical or high defects (critical and high defects as are defined in Exhibit C, Schedules 1 and 2 of the SaaS Contract)	5.0%	\$ 158,396.00	July, 2019
<b>Control Point 4: Final Training and Testing Stage Complete Stage total</b>	<b>10.0%</b>	<b>\$ 316,792.00</b>	
<b>Production Cutover Stage</b>			
Final conversion accepted	2.5%	\$ 79,198.00	August, 2019
Production cut-over	5.0%	\$ 158,396.00	August, 2019
<b>Control Point 5: Production Cutover Stage Complete Stage total</b>	<b>7.5%</b>	<b>\$ 237,594.00</b>	
<b>Phase/Project Closure Stage</b>			
Final acceptance without critical or high defects (critical and high defects as are defined in Exhibit C, Schedules 1 and 2	10.0%	\$ 316,792.00	January, 2020



of the SaaS Contract)				
<b>Control Point 6: Phase/Project Closure Stage Complete Stage total</b>		<b>10.0%</b>	<b>\$ 316,792.00</b>	
<b>Tyler Technologies Phase 2 Services TOTAL</b>		<b>100.0%</b>	<b>\$ 3,167,920.00</b>	
<b>Selectron IVR</b>				
Contract Execution		25%	\$25,623.75	Paid
Completion of system installation in data center		50%	\$51,247.50	
30 days following completion of system installation in data center		20%	\$20,499.00	
Final acceptance		5%	\$,124.75	
<b>Selectron IVR Phase 2 Services TOTAL</b>			<b>\$102,495</b>	
<b>TOTAL PHASE 2 SERVICES</b>			<b>\$3,270,415</b>	

4. **Performance Bond:** Tyler will secure an extension of the Bond for one (1) additional year (such that the Bond will have a 36 month term measured from the Effective Date of the Agreement). The cost of the extension of the Bond will be paid by Tyler.

5. **Project Plan.** Attached as Exhibit A to this Addendum is a High Level Project Schedule that will govern all remaining stages of this project. Tyler agrees to complete all of its work identified in the Project Plan according to the High Level Project Schedule, subject to Section B(8) of the Agreement. Failure by Tyler to materially comply with the High Level Project Schedule may constitute a breach of both this Addendum and the Agreement; provided, however that the parties recognize that the Target Dates shown on the High Level Project Schedule may need to be revised in the future as work progresses. The parties agree to work in good faith to discuss revisions to the Target Dates and/or High Level Project Schedule as they become necessary. Revisions to the Target Dates and/or High Level Project Schedule may be made pursuant to the Change Control Process outlined in Exhibit C of the Agreement. Notwithstanding the foregoing, Tyler and County agree that the Final Production Cut-Over Date set forth in

Paragraph 1 shall not be subject to revision, and whatever other dates may be revised pursuant to joint agreement in the High Level Project Schedule, the Final Production Cut-Over Date will remain on a mutually agreeable date between July 12 and August 5, 2019, except as subject to Section B(8) of the Agreement. County shall have the same right to enforce the Project Plan as its right to enforce any other term of the Agreement.

6. **Legislative Changes.** The Tyler Software products implemented at production cutover must include all legislative changes passed prior to the cutover date. Any legislative changes passed prior to production cutover, but with an effective date after production cutover, will be added to the base product by the effective date with no additional cost to Anoka County. In addition, Exhibit C to Exhibit H to the Agreement is Tyler's Tax Support Call Process. Paragraph 6 of that exhibit provides that Tyler will provide up to 80 base system programming hours per state per calendar year of the Agreement to address state legislative changes. Tyler agrees to increase the amount of such hours from 80 to 120 during the initial term and first renewal term, if exercised by County, of its SaaS Agreement with County.

This Addendum and its exhibit are hereby made a part of the parties' Agreement. Except as modified herein, all terms of the Agreement and its exhibits (including but not limited to the SaaS Agreement) remain in full force and effect. Capitalized but undefined terms used in this Amendment shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Anoka County, Minnesota

By: 

By: 

Name: Jisel Lopez

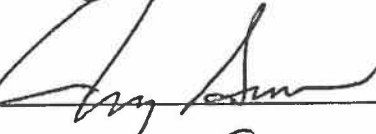
Name: Rhonda Sivarajah

Title: Senior Corporate Attorney

Title: Chair Anoka County Commissioner

Date: 8/13/2018

Date: 8-20-18

By: 

Name: Jerry Soma

Title: Anoka County Administrator

Date: 8-20-18

Office of the Anoka County Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

High Level Project Schedule	Target Date	ID #	Notes	Target date = initial delivery
Conversion Key Dates				
Conversion 1 - iasWorld	9/4/2018	146	Test db loaded for Anoka Review	
Conversion 2 - iasWorld	11/29/2018	161	Test db loaded for Anoka Review	
Conversion 3 - iasWorld	2/12/2019	176	Test db loaded for Anoka Review	
Eagle - Bulk Conversion Development (internal to Tyler)	10/1/2018	700	Mapping, Coding, and Conversion/Development	
Eagle -Bulk Conversion Handoff	1/4/2019	702	Test db loaded for Tyler Review; Eagle PM will update percentage of completion and other status items in weekly call with the County	
Eagle - Client Conversion Review	1/14/2019	705	Test db loaded for Anoka Review	
Conversion - iasWorld DocManager - Test load sample data	10/29/2018	187		
Conversion - iasWorld DocManager - PROD	7/29/2019	374		
Conversion - Sketches/iasWorld	11/6/2018	191		
Conversion - Bond Register	5/28/2019	196		
Conversion Final Pass Load to Prod	7/31/2019	371	Eagle and iasWorld; also includes Bond Reg, Sketches, etc	
<b>Integrations/Interfaces</b>				
iasWorld/Eagle	10/5/2018	198		
iasWorld/Eagle/Tyler Cashiering	3/29/2019	199		
Public (web) Access	2/18/2019	203		
eRecording (Eagle)	7/12/2018	205		
IVR to iasWorld	2/11/2019	211		
MOM's (Eagle)	9/30/2018	221	Configuration portion after development complete.	
GIS/Pictometry	7/30/2018	226		
Mortgage Companies	1/9/2019	230		
Permit Works and LOGIS	1/9/2019	235		
Sherrif's Website - Foreclosure (Eagle)	9/7/2018	240		
Active Directory/Single Signon	10/24/2018	247		
Check scanners (Tyler Cashiering)	1/21/2019	252		
CTLI - Stat Tax Liens (Eagle)	9/7/2018	257		
Customizations (BRD's)				
Group 1: 27	10/5/2018	315	This is an Intergration point and BRD.	
Group 2: 3/30, 4, 6, 8, 10	10/29/2018	318		
Group 3: 11, 15, 15R2, 17R, 22, 23, 29	1/28/2019	319		
Group 4: 1, 1R1, 1R2, 1R3, 1R4, 09, 25	4/29/2019	320		
Group 5: 2, 12, 16, 19	7/29/2019	321	Final go live delivery date for Group 5: Oct 31, 2019	
Reports - iasWorld	1/4/2019	323		
Test Plans - iasWorld	4/19/2019	337		
- Full System Testing	6/28/2019	341		
Training Sessions - iasWorld	March - May 2019	347		
IVR				
System Installation	5/7/2019	417		
Tyler Cashiering		341	This starts on 341 deliverable in full system testing.	
Build and validate stage acceptance	2/27/2019	444		
Field Mobile To Production	9/4/2019	505		
Public Access	4/2/2019	559		
Eagle Configuration				

EXHIBIT B



Exhibit A

High Level Project Schedule	Target Date	ID #	Notes	Target date = initial delivery
Self Service Marriage	7/11/2018	687	Per email from Lucinda on 6/18/18: Configuration complete; Self Service Felony Marriage Status development to complete 7/11/18; Enhancement request for copying fields with Development for pricing. (The contract has a Do Not Exceed amount.) 7/2/18 - The date on this line is not on the Project Plan but from the email from Lucinda.	
Configuration: Data Fields, Presentations, and Search Bins (Death Certificates); Coordinating with Forms (Historical Index); Entering Document Types (Military Discharge, Notary Registration, Ordination, Licenses, Abstract/Torrens, Plat, Torrens Certificate)	7/31/2018	664	Per email from Lucinda on 6/18/18: All set up complete except Notary Registration. 7/2/18 - The date on this line is not on the Project Plan but from the email from Lucinda.	
Marriage Underage processing; Label setup; Document stamp setup for eRecordings; Cashiering setup (Receipt, Tills, Tenders, Journal Accounts)	8/31/2018	692	Per email from Lucinda on 6/18/18: Configuration complete except label and document stamp revisions and Tyler Cashiering components dependent on development; Journal Account setup. 7/2/18 - The date on this line is not on the Project Plan but from the email from Lucinda.	
Complete Configuration: Includes B/D/M certified copy request, metadata setup, doc type setup, fees and fee schedules, house accounts, etc.	8/31/2018	696	Per email from Lucinda on 6/18/18: Waiting for updated Death form for reconfiguration; House Accounts, miscellaneous fees, and birth certified copy request form changes remaining	
Eagle Recorder - New Dev Items from 2018.3 release	8/10/2018	696		
Eagle Workflow	9/14/2018	692	Per email from Lucinda on 6/18/18: Configuration once Dev completes	
Eagle Test System Set up	10/1/2018		Date agreement on June 25, 2018 conf call with Tyler and County PM's.	
Eagle Customizations				
Release 2018.2: Receipting enhancements to handle Pay Now taxes	4/11/2018	796	Complete per Lucinda email 6/18/18	
- iasWorld workflow for sending info to iasWorld		646	Pending iasWorld completion before we can test Eagle dev - per Lucinda email 6/18/18	
- iasWorld Parcel Integration - searching and importing parcel and legal data from iasWorld within the receipt presentation		647	Complete per Lucinda email 6/18/18	
Form Setup: Certified Copy Requests for Birth, Death, and Marriages; Notary; Plat, Abstract, Torrens, & eRecording Cover Sheets; Torrens Certificate; Certificate of Filing for Ordination; Statement to Identify Certificate	9/15/2018	652	Configuration to occur as development completes - per Lucinda email 6/18/18	
Release 2018.3	7/20/2018	797-809		
- Torrens Phase 2				
- Marriage: new status for pending items in queue and Felon Status Queue			Complete per Lucinda email 6/18/18	
- Historical Data Parcel Filter			Complete per Lucinda email 6/18/18	
- Self Service - mobilization for iPad			Complete per Lucinda email 6/18/18	
- Labels and maybe add cover page			Complete per Lucinda email 6/18/18	
- Public searching			Complete per Lucinda email 6/18/18	
- Scan First - apply stamp			Complete per Lucinda email 6/18/18	
- eRecording - batch numbers and validators				
- Document Listing				
- Batch concept				
- Enhance Journal Activity Report				
Configuration: Data Fields, Presentations, and Search Bins (Death Certificates); Coordinating with Forms (Historical Index); Entering Document Types (Military Discharge, Notary Registration, Ordination, Licenses, Abstract/Torrens, Plat, Torrens Certificate)	9/15/2018	664		
Release 2018.4				
Tyler contacts	10/19/2018	667	Development of a single contact list	
Reports - Eagle	10/5/2018	657		

EXHIBIT B



Exhibit A

High Level Project Schedule	Target Date	ID #	Notes	Target date = initial delivery
Eagle UAT - On Site				
- Test plan delivered	9/10/2018	721		
		723/		
- Perform UAT	10/1/2018	724	First week only Barbara is on-site.	
- Resolve issues from UAT	10/26/2018	726		
- Full System Test	6/24/2019	728	Includes the End User Training in June/july	
Go Live	7/12/19 - 8/5/19		All modules will go live with the exception of Field Mobile and the agreed upon BRD's (Group 5: #2, 12, 16, 19 and potentially #5 which remains pending as of July 27, 2018)	

EXHIBIT B

## **ADDENDUM NO. 2 TO PHASE 2 SERVICES AGREEMENT**

This Addendum No. 2 to Phase 2 Services Agreement is made and entered into between the County of Anoka, a political subdivision of the State of Minnesota ("County") and Tyler Technologies, Inc. ("Tyler").

WHEREAS, County and Tyler are parties to a Phase 2 Services Agreement dated February 23, 2017 (the "Phase 2 Agreement"), as amended by Addendum No. 1 dated August 24, 2018 ("Addendum No. 1")(the Phase 2 Agreement and Addendum No. 1 are collectively the "Agreement"), pursuant to which Tyler agreed to provide certain software implementation services and ongoing software services; and

WHEREAS, the parties have agreed to revise the Project Plan and certain payment terms to reflect an agreed upon revised Project Plan; and

WHEREAS, the parties now enter into this Addendum No. 2 to amend the terms pursuant to which the project moves forward.

1. **Final Production Cut-Over Date.** County and Tyler agree that the final production cut-over as described in the Project Plan, as revised and incorporated into the Agreement via this Addendum No. 2, shall occur at a mutually agreeable time, but no later than November 12, 2019 unless otherwise requested by County and agreed to by Tyler. All modules of the final system shall go live simultaneously on the same agreed date, except for those modules and customizations which are excluded from such go-live date as indicated as "After Go Live" on the High Level Project Schedule attached to this Addendum No. 2 as Exhibit A (the "High Level Project Schedule").

2. **Amendment to SaaS Fees.** Exhibit H to the Agreement is a Software as a Service Agreement ("SaaS Agreement") between Tyler and County which sets forth the Recurring

Costs/Maintenance & Support (SaaS Fees). The parties hereby amend the payment schedule table in Exhibit A, Investment Summary of the SaaS Agreement in its entirety, and replace it with the following in lieu thereof. Accordingly, the table listing the SaaS Fees for the initial 5 year term, encompasses the following payments:

Application Software	One-Time Costs/ Licensing	Recurring Costs/Maintenance & Support (SaaS Fees)				
		Year 1	Year 2	Year 3	Year 4	Year 5
IasWorld CAMA/Tax Standard	\$ -	\$473,250.00	\$473,250.00	\$473,250.00	\$473,250.00	\$473,250.00
Addendum #1 Discount				(\$166,666.00)	(\$166,666.00)	(\$166,666.00)
Addendum #2 Discount					(\$50,000.00)	(\$50,000.00)
Net IasWorld CAMA/Tax Standard SaaS Fee		\$473,250.00	\$473,250.00	\$306,584.00	\$256,584.00	\$254,584.00
Eagle Recorder	\$ -	\$219,376.00	\$219,376.00	\$219,376.00	\$219,376.00	\$219,376.00
Eagle Recorder - Hosting (Storage)(1)		\$42,000.00	\$44,000.00	\$46,000.00	\$48,000.00	\$50,000.00
Tyler Cashiering	\$ -	\$59,300.00	\$59,300.00	\$59,300.00	\$59,300.00	\$59,300.00
Selectron IVR(2)	\$97,290.00	\$38,260.00 (3)	\$38,260.00	\$38,260.00	\$38,260.00	\$38,260.00
TOTAL APPLICATION SOFTWARE	\$97,290.00	\$832,186.00	\$834,186.00	\$669,520.00	\$621,520.00	\$623,520.00

3. Project Plan. Attached as Exhibit A to this Addendum No. 2 is a revised High Level Project Schedule that will govern all remaining stages of Phase 2 services. Tyler and Anoka

each agree to complete all of their respective work identified in the Project Plan according to the revised High Level Project Schedule, subject to Section B(8) of the Agreement. Failure by Tyler to materially comply with the High Level Project Schedule as attached to this Addendum No. 2 may constitute a breach of both this Addendum and the Agreement; provided, however that the parties recognize that the Due Dates shown on the High Level Project Schedule may need to be revised in the future as work progresses. The parties agree to work in good faith to discuss revisions to the Due Dates and/or High Level Project Schedule as such revisions become necessary. Revisions to the Due Dates and/or High Level Project Schedule may be made pursuant to the Change Control Process outlined in Exhibit C of the Agreement. Notwithstanding the foregoing, Tyler and County agree that the dates for (i) commencement of Full System Integration Testing (September 16, 2019) and (ii) Final Production Cut-Over ("Go-Live" on the High Level Project Schedule, November 12, 2019) set forth in the revised High Level Project Schedule shall not be subject to revision, and whatever other dates in the High Level Project Schedule may be revised, the dates for the commencement of Full System Integration Testing and the Final Production Cut-Over will not change, except as subject to Section B(8) of the Agreement.

4. Miscellaneous. This Addendum No. 2 and its exhibit are hereby made a part of the parties' Agreement. Except as modified herein, all terms of the Agreement and its exhibits (including but not limited to the SaaS Agreement) remain in full force and effect. Capitalized but undefined terms used in this Addendum No. 2 shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Anoka County, Minnesota

By: Andrea L. Frerert

Name: Andrea L. Frerert

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Scott Schutte

Name: Scott Schutte

Title: Chair, Anoka County Board of Commissioners

Date: 8-19-19

By: Phonda Sivarajah

Name: Phonda Sivarajah

Title: \_\_\_\_\_

Date: 8-13-19

Office of the Anoka County Attorney

By: Jaren Heren

Name: Jaren Heren

Title: Asst. County Atty

Date: 8-20-19



**Exhibit A**  
**High Level Project Schedule**

**SEE ATTACHED**

Workstream Area	August	Due Date	September	Due Date	October	Due Date	November	Due Date
<u>Eagle Data Conversion</u>	<u>Eagle Data Conversion</u> - Anoka Data Cleanup	6/10/19 - 10/4/19			<u>Eagle Data Conversion</u> - Eagle - Data Pull for Bulk Refresh - Contingent on August pull results - will be a change order, if needed - Eagle completes data load - Contingent on August pull results - will be a change order, if needed - Anoka verifies Data - Eagle and lasW Doc Migr	10/04/2019  10/12 - 10/15/19  10/16 - 10/23/19		
<u>lasWorld Data Conversion</u>			<u>lasWorld Data Conversion</u> - Validation round 0 - 4 fixes continue and completed - Tax issues outstanding	09/13/2019				
<u>Conversion</u>	<u>Conversion</u> - Anoka pulls full data (Ascend, AO, Torrens, OnBase, eMarriage, Bond Reg, COI, ANO200 Sales) - Tyler completes data load (Eagle and lasWorld) to Anoka test site - Anoka validates data - Tyler and Anoka Review issues to determine if October load is needed (see October timeline)	8/12 - 9/14/19  EOD 08/28/2019 8/20 - 9/6/19 09/10/2019					<u>Conversion</u> Eagle Full Data Pull	11/01/2019
<u>Document Manager</u>					<u>Document Manager</u> - lasWorld - Data Pull for Dashboard - Eagle completes data load	10/04/2019  10/12 - 10/15/19		
<u>Integrations</u>	<u>Integrations</u> - Eagle/lasWorld Integration	08/31/2019	<u>Integrations</u> - lasWorld Public Access and Eagle Subscription Service (includes Web Tax Payments) - Full integration testing for One Solution - EAGLE ready July 30 - IVR with lasWorld - OneSolution - (BRD 29) - 3 separate files	09/20/2019  09/30/2019  08/31/2019 09/09/2019				
<u>REPORTS</u>	<u>REPORTS</u> lasW Reports - Anoka testing  lasW Reports - Batch (Standard) - setups lasWorld Inquire Reports - Tyler	8/9/19 - 9/11/19  08/31/2019 08/30/2019	<u>REPORTS</u> lasW Reports - Anoka testing  lasW Reports - OnDemand (Standard) - Identify Batch reports that will be turned into OnDemand (Anoka) and Tyler makes the update	8/9/19 - 9/11/19  09/20/2019	<u>REPORTS</u> lasW Reports - Batch (Standard) - modifications, if necessary, completed	10/07/2019		
<u>Tyler Cashiering</u>	<u>Tyler Cashiering</u> - Testing completed by Anoka - Fixes by Tyler - Retesting - Anoka	08/26/2019 09/04/2019 9/5 - ?						
<u>Modeling</u>	<u>Modeling</u> Res - in progress Land - in progress (includes Ciland)	08/30/2019 08/16/2019	<u>Modeling</u> Commercial/Industrial (CI)	09/30/2019				
<u>Configuration</u>	<u>Configuration</u> Datalets - Changes completed and validated by County	08/30/2019						
<u>Release</u>					<u>Release</u> Single Signon/SAS	10/23/2019		
<u>BRD Release</u>	<u>BRD Release</u> - Training on all BRD's - included 2019.3	Released 7/22/19 Week of August 19, 2019						

Workstream Area	August	Due Date	September	Due Date	October	Due Date	November	Due Date
<u>Training</u>	<u>Training</u> lasWorld Dashboard Gadgets (disposed when Anoka delivers to Tyler) - Training and Anoka Testing	08/16/2019	<u>Training</u> Admin Training - for all systems (except Eagle)	09/20/2019	<u>Training</u> Train staff on lasWorld (Anoka) Train staff on Eagle (Tyler) - Eagle Admin Training	All month 9/30 - 10/11/19		
<u>lasW UAT</u>	<u>lasW UAT</u>	8/5 - 9/4	<u>lasW UAT</u> - Tyler fix to UAT issues	8/5 - 9/4 09/06 - 9/13/2019	<u>lasW UAT</u> - Tyler Completes fixes	10/23 - 11/1/19		
<u>UAT - Eagle</u>	<u>UAT - Eagle</u> - Includes Development and Configuration - Includes Sheriff Site - Includes reports - all fixes completed with the following exceptions: ER-9517 Missing Scan Report ER-13391 Red checkmark in Torrents ER-13420 Recording Method ER-13421 Search multiple PIRs I-057 batch manager screen does not refresh fields. - Integration with lasWorld	8/5 - 8/31						
<u>Full System Integration Testing</u>			<u>Full System Integration Testing</u> - Tyler to make fixes - Test fixes <u>TVR training, testing and issues fixed</u> Critical testing evaluation	9/16/19 - 10/24/19 9/1/19 - 9/30/19 10/04/2019				
<u>Go Live Pre-Activities</u>					<u>Go Live Pre-Activities</u> Eagle - Load of Bulk Refresh will lock us out of system for training Prep for week of View Only Access for STAR (Anoka) Go or No Go Decision Work on back out plan - Anoka and Tyler	10/31/2019 10/31/2019 10/18/2019	System is Read-Only (STAR)	11/02/2019
<u>Go Live</u>							<u>Go Live</u>	11/12/2019



**Anoka County**  
COUNTY ADMINISTRATION  
Information Technology

February 21, 2020

Andrea Fravert  
Senior Corporate Attorney  
Tyler Technologies, Inc.  
One Tyler Way  
Moraine, OH 45439

Dear Ms. Fravert:

You will recall that in February 2019 I wrote you to express concern about Tyler's performance under its Phase 2 Services Agreement with Anoka County. At that time, the parties' amended contract required Tyler to complete all its work under the contract by no later than August 5, 2019. That contract had been amended, of course, because Tyler failed to meet its original contractual completion date of December 2018. I wrote you in February 2019 because the revised August 2019 completion date also appeared to be in peril.

Our discussions last February led to a second amendment to the Phase 2 Services Agreement, through which Tyler agreed to complete all its work by November 12, 2019. Anoka County later agreed to a short extension of that deadline until November 21. As of that date, Tyler agreed that all its work under the contract would be completed.

While the system did indeed "go live" on November 21, it has become apparent that Tyler did not complete anything close to all the work necessary to make Anoka County's system fully functional. Since November 21, Anoka County has made clear that Tyler has not complied with its contractual obligations and has noted many areas that remain incomplete. Anoka County has attempted to work with Tyler in good faith to address those concerns, but it has become apparent that Tyler is not taking its obligations seriously. Anoka County cannot wait any longer for this project to be finished.

Pursuant to Section F(2) of the Phase 2 Services Agreement, Anoka County hereby provides formal notice of a dispute under its contract with Tyler. Anoka County further provides notice that Tyler has already breached the Agreement and Addenda by failing to comply on numerous occasions with the schedules it has negotiated.

Anoka County faces a statutory deadline of March 31 to mail certain forms to its taxpayers. Anoka County's printing vendor requires those forms by no later than March 16 to meet the statutory deadline. As of today, Tyler's system has a number of problems that will prevent Anoka County from being able to provide the required information. Attached as Exhibit A is a list of hundreds of specific deficiencies that Anoka County is waiting for Tyler to correct.

The items highlighted in orange on Exhibit A are those items that must be corrected prior to March 16 to permit Anoka County to meet its statutory deadline. For the remainder of the items, Tyler must take the steps necessary to correct those issues (and complete all additional work that needs to be done to give Anoka County the fully-functioning system for which it contracted) by

**EXHIBIT D**



**Anoka County**  
COUNTY ADMINISTRATION  
Information Technology

no later than close of business on April 17. The only exception is for the few specific items where Anoka County has previously agreed to a due date after April 17.

Anoka County has informed Tyler repeatedly of the real world harm it suffers from Tyler's inability to finish its work. Yet despite those entreaties, Tyler has not devoted anything close to the number of staff necessary to complete this project. The regular executive level meetings that Tyler held in advance of the November go live date have stopped. Tyler has pulled key members of the project team to work on another county's system. One key team member quit weeks ago and has not been replaced. Another has been on medical leave for weeks, and also not been replaced. Even this week, with the March 16 deadline looming, a key individual has been on vacation.

Tyler should have finished this project more than three months ago. It is unacceptable that Anoka County must continue to cajole Tyler into performing its basic contractual obligations. If Tyler does not complete all the highlighted items by March 16 and the remaining items by April 17, then Anoka County will commence litigation. Tyler's repeated breaches of the parties' contract have caused Anoka County to incur significant damages. Those damages will increase exponentially if Tyler does not meet these final two deadlines.

Please let us know what steps Tyler plans to take to meet these two deadlines.

Sincerely,

Jason J. Stover  
Assistant County Attorney  
Anoka County Attorney's Office